

Elitepix Photography - Terms and Conditions of contract for Wedding Photography

In the below terms and conditions of contract the following will apply:

"The photographer" shall mean Chris Sims or, subject to paragraph 2(b) below any photographer(s) appointed by Elitepix Photography. All references to "The Clients" shall be those persons whose name appears on the contract. If for any reason the clients arrange for a third party or parties to meet the costs of this contract, the contract will still remain between the clients and Elitepix Photography. The below contract, once signed by the clients will be deemed to be agreed by the clients and cannot be varied in any way by the clients unless agreed by the photographer in writing.

1. Payment & Prices:

- a) A non-refundable deposit of £100 is required at the time of booking to secure the photographer's services for the date of your wedding. This may also be referred to as the booking fee.
- b) The remaining balance that is due (for the agreed package) must be paid at least 6 weeks prior to the date of the wedding. Additional costs such as albums, extra prints, CD's and other services will become payable at the time of placing the order.

2. Cancellation:

- a) In the event of cancellation by the photographer, or in the highly unlikely event of total photographic failure, the photographer's liability shall be limited to a full refund of all monies paid. A re-shoot may be arranged if practicable but the photographer will not be responsible for any further costs.
- b) The photographer reserves the right to use an alternative recommended photographer(s) in the event of the photographer becoming ill or otherwise is unable to attend your wedding.
- c) If the Clients should have cause to cancel a booking the following cancellation fees will apply immediately:
 - (i) Cancellation by the client more than 12 months prior to wedding date - £100 (this is the non-refundable deposit).
 - (ii) Cancellation between 12 months and 6 months prior to wedding date – 50% of the agreed wedding package (as agreed on booking form).
 - (iii) Cancellation between 6 months and 3 months prior to wedding date – 75% of the agreed wedding package (as agreed on booking form).
 - (iv) Cancellation between 3 months and wedding date – 100% of the agreed wedding package (as agreed on booking form).
- d) The contract commences on the day that the clients pay Elitepix Photography the booking fee (£100 deposit). From this date the clients have a 7 day cooling-off period in which they have the unconditional right to cancel the contract. Providing that they notify Elitepix Photography in writing (by letter, fax or email) of the decision to cancel the contract within 7 days of the contract commencing they will be entitled to a full refund with the exception of postage and administration costs. If the contract is cancelled outside of the 7 day cooling-off period the cancellation fees listed in paragraph 2c above will apply.
- e) At the discretion of the photographer in the event of the clients postponing the date of the wedding and subject to the availability of the photographer on the alternative date any monies paid will be applicable to the new date.

3. Use of Images:

Elitepix Photography reserves the right to use any images covered by this contract for promoting the business and for marketing purposes including advertising, display, print, publicity material, websites, exhibitions, competitions, magazine articles, portfolios and other such media providing that the images are used lawfully. Images may be contained within websites and stored on hard disk drives and other storage media including remotely.

4. Copyright:

- a) The copyright of all images is assigned to the photographer in accordance with the Copyright, Designs and Patents Act 1988. It is contrary to the Act, and illegal, to copy or download any images, or allow them to be copied, by any means, photographic, by computer, via the internet, electronically or otherwise, by any person or machine other than by the photographer or his appointed agents. The clients have no right to reproduce or to allow the reproduction of, by any means whatsoever, any images created by the photographer or on behalf of Elitepix Photography without the written permission of the photographer or Elitepix Photography. Under Section 77 and Section 80 of the Copyright, Designs and Patents Act 1988, Elitepix Photography reserves the right to display, exhibit or enter for any competition any images taken for or of the clients. It is the responsibility of the clients to ensure that the guests are notified that their photograph may be taken and used in accordance with paragraph (3) (Use of Images) above.
- b) Where copyright release has been granted to the clients (if purchasing high quality images on CD-Rom or DVD) then this is limited to the clients personal use only and does not include third party commercial release.

5. Creative Licence:

The judgement of the photographer on photographic style, poses, locations, backgrounds and the number of photographs taken shall be deemed to be correct, although the photographer will endeavour to honour requested photographs and comply where possible with the wishes of the clients.

6. Coverage:

a) At some venues, including churches and other locations there may be certain restrictions placed on the photographer including (but not limited to) limitations on the movement of the photographer, what can and cannot be photographed, when photographs can be taken, and restrictions on the use of artificial lighting such as flash. In such circumstances the photographer cannot be held responsible for the limited coverage this may have on part of the wedding photography.

b) The photographer cannot be held responsible for any limitations on the photography caused by any particular weather conditions. However, the photographer shall after liaison with the clients endeavour to make the necessary arrangements to take into account these limitations and continue with the photography to produce the coverage required insofar as these limitations may allow.

c) The photographer will not be responsible for any limitations on coverage due to any delays caused by the bride, groom, or any members of the wedding party or for any member of the wedding party or otherwise who interferes with or does not adhere to requests made by the photographer.

d) Any changes made by the clients to the booking after details have been confirmed will only be agreed at the discretion of the photographer. If the photographer is unable to accommodate alternative arrangements (such as a change of wedding date or wedding venue), the photographer is not liable to compensate the clients in any way whatsoever.

7. Image reproduction:

a) Owing to anomalous reflectance caused by a combination of certain dyes, materials and especially man-made fibres it is sometimes impossible to record the exact colour as seen by the human eye. The photographer will provide a pleasing colour balance based on natural flesh tones but cannot guarantee exact colour matching.

b) It is understood that some colours may not remain consistent throughout a selection of photographs owing to variations in lighting conditions. It is also understood that all photographic printing is undertaken within the technical limitations of the process and that colour may not always be identical over the whole range within a subject. The colour balance of printed images made at different times or in varying sizes may also be variable.

c) Due to limitations of computer screens it is understood that images may appear differently according to the specification of each screen and that prints will not match images rendered on any particular computer screen.

d) All prints and sizes quoted are approximate.

8. Force Majeure:

Whilst every care is taken, this contract is subject to alteration or cancellation by the photographer owing to any cause/s beyond his reasonable control. I.E. Act of God, Fire, War, Theft, Road closure, etc.

9. Limitation of Liability

In the event of total photographic failure or cancellation of this contract by either party or in any other circumstance the liability of one party to the other shall be limited to the total value of the contract. Neither party shall be liable for indirect or consequential loss.

10. General

a) Any additional unforeseen costs incurred will be recovered from the clients.

b) Mileage will be charged at 40 pence per mile over and above 50 miles from Exeter if travelling by road.

c) Any additional travelling expenses or overnight accommodation charges (with the exception of car parking) will be agreed with the clients beforehand.

d) The clients are responsible for completing the Wedding Information Sheet and the List of Photographs as required and ensuring this is returned to the photographer at least 2 weeks prior to the date of the wedding.

e) The clients will make the necessary arrangements to ensure the photographer is provided with food and refreshments throughout the day and into the evening as required at no cost to the photographer.